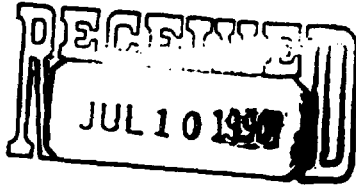


Monsanto



BY P. T.

Monsanto Chemical Company
500 Monsanto Ave.
Sauget, Illinois 62206-1198
Phone: (618) 271-5835

July 9, 1990

Mr. Paul Tandler
Cerro Copper Products
P. O. Box 681
East St. Louis IL 62202

Dear Mr. Tandler:

Attached for your consideration is a proposed Access Agreement to allow Monsanto and its contractors access to property you own along Dead Creek between Queeny Avenue and Judith Lane. Access is needed to conduct sampling for purposes of determining the best way to deal with contamination in that area.

After you have had a chance to review, please call and let's discuss.

Sincerely,

Max W. McCombs

Max W. McCombs
General Superintendent
Government and Environmental Affairs

/sdg
Enclosure

ACCESS AGREEMENT

This Agreement is made as of the _____ day of _____, 1990 between _____, a land owner in St. Clair County, Illinois, and Monsanto Chemical Company, a unit of Monsanto Company, whose principal offices are located at 800 North Lindbergh Boulevard, St. Louis Missouri 63167.

WHEREAS, Monsanto has requested permission to enter upon the property of the above-listed owner at the address listed above to perform certain tests and take samples of the material at areas in and around Dead Creek; and

WHEREAS, _____ is willing to grant Monsanto a revocable license for the purpose aforesaid.

NOW, THEREFORE, in consideration of and conditioned upon the mutual covenants, promises and agreements stated herein, the parties agree as follows:

1. _____ hereby grants to Monsanto a revocable license to enter upon real property owned by _____ located at _____ for the purpose of sampling areas in and around Dead Creek.

2. Said access for testing shall be limited to those officers, employees and environmental consultants of Monsanto ("Monsanto Personnel") as designated by Monsanto whose presence is necessary to further the purposes of this Agreement.

3. Monsanto agrees that upon completion of the sampling and testing to be performed, all material and equipment shall be removed from the property, and said property will be restored as nearly as possible to its original state and condition. Monsanto will use all reasonable efforts to provide that the activities set forth herein are performed in a manner consistent with prevailing professional standards for all areas of activities undertaken by Monsanto Personnel. Each field activity to be conducted under this Agreement shall be coordinated by professionals with experience relative to the particular activity being conducted at the site each day.

4. As to the work to be done, or services to be performed by Monsanto or its consultants, Monsanto assumes responsibility for any liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury or damage to property, sustained in connection with or to have arisen out of performance of the work hereunder. Monsanto shall indemnify, defend and save harmless the land owner of the above-described property from and agreement any and all claims, demands, actions causes of action, suits, damages, expenses (including attorney's fees and experts' fees) directly resulting from any liability described in the preceding sentence.

5. _____ shall advise Monsanto of any utility lines or other hazardous or potentially hazardous conditions of which _____ has actual knowledge that might reasonably be expected to be damaged by the work to be performed hereunder or that might significantly interfere with the performance of the work provided herein.

IN WITNESS WHEREOF, the parties has caused this Access Agreement to be executed the day and year first above written.

BY: _____
TYPED NAME: _____
ADDRESS: _____

MONSANTO CHEMICAL COMPANY
a unit of Monsanto Company

BY: _____
TITLE: PLANT MANAGER